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7460

EMPLOYMENT CONTRACT

BETWEEN

TOWN OF ROTTERDAM

AND

ROTTERDAM PATROLMEN'S BENEVOLENT

ASSOCIATION, INC.

JANUARY 1, 2004 TO DECEMBER 31, 2007

RECEIVED

JUN 23 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

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This agreement was made and entered into the 28th day of April, 2004, by and between the Town of Rotterdam, a Municipal Corporation with its principal office at Sunrise Boulevard, Rotterdam New York, hereinafter also referred to as "EMPLOYER" or "TOWN" and the Rotterdam Patrolmen's Benevolent Association, Inc., having its principal office at 101 Princetown Road, Rotterdam, New York, hereinafter also referred to as "ASSOCIATION".

The entire agreement between the parties is comprised of thirty-one (31) separate articles.

ARTICLE I

APPLICABLE LAW

This agreement shall be construed in accordance with the provisions of the Public Employee's Fair Employment Act of 1967 (commonly referred to as the Taylor Law), the New York State Civil Service Law, the General Municipal Law and any and all local ordinances and laws of the Town of Rotterdam and the State of New York that may pertain thereto.

ARTICLE II

MANAGEMENT RIGHTS

The **EMPLOYER** retains and reserves unto itself all rights, powers, authorities, duties and responsibilities conferred upon it and vested in it by law, rules and regulations, including the power to hire, fire, appoint, promote and direct the workforce consistent with law and this agreement.

ARTICLE III

ASSOCIATION RECOGNITION

Section 1: Pursuant to and in accordance with the Public Employee's Fair Employment Act and all other applicable laws, the EMPLOYER hereby recognizes the ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the ASSOCIATION, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, working conditions, benefits and the administration of GRIEVANCES and all other terms and conditions of employment as provided in the Taylor Law, of all police officers of the Rotterdam Police Department exclusive of the CHIEF and DEPUTY CHIEF.

Section 2: The rights herein accorded to the ASSOCIATION shall be unchallenged from January 1, 2004 and for a period of FORTY-EIGHT (48) months hereinafter until December 31, 2007, which is the expiration date of this agreement.

If the parties hereto have failed to agree upon a new contract on or before December 31, 2007, all of the terms and conditions set forth in this agreement with any supplements or modifications thereof, shall continue in full force and effect until the date of execution of a new contract.

Section 3: The ASSOCIATION hereby affirms that it does not assert the right to strike against the TOWN or assist or participate in any such strike or call upon its MEMBERS to conduct, assist or participate.

Section 4: RELEASE TIME FOR ASSOCIATION BUSINESS

(A) The Association shall have one hundred and twenty (120) hours leave per year to conduct Association business exclusive of grievance proceedings and disciplinary proceedings. The Town agrees to pay the President or his/her designee their full wages without deduction for the period of leave. Only the President or his/her designee are eligible for Association Leave. Should the President choose not to use the allotted hours in the given year, they will not be carried over into the next year.

(B) Association Leave must be taken in minimum two (2) hour blocks.

(C) In addition to the leave described in paragraph "(A)", the President of the Association or his designee shall be released from his/her regular duties without loss of pay for the time reasonably necessary to participate in grievance and disciplinary hearings.

(D) Should the President of the PBA not finish his/her term the remaining Association time will be credited to the new or interim PBA President. Association Leave shall have no cash value.

ARTICLE IV

DEFINITIONS

Terms as they relate to this AGREEMENT shall be defined as follows:

1. **ASSOCIATION** – shall mean the Rotterdam Patrolmen's Benevolent Association Inc.
2. **ASSOCIATION REPRESENTATIVE** – shall mean any member of the Rotterdam Patrolmen's Benevolent Association Inc. who has been duly elected or appointed to represent the ASSOCIATION of its members as that representation may relate to this agreement.
3. **AUTHORIZED POLICE SCHOOL** – shall mean any school, course of instruction or seminar approved by the Chief of Police which shall include Department Training courses.
4. **CHIEF** – shall mean a police officer who holds the rank of CHIEF as defined by New York State Civil Service Law.
5. **COURT HEARING TIME** – shall mean any time an EMPLOYEE'S appearance is mandated by Subpoena, Department Memo, Directive or order of an EMPLOYEE'S superior or at a Motor Vehicle Hearing, State Liquor Authority Hearing, Criminal Court Hearing or Civil Case Hearing or proceeding or appearance before an authorized Administrative Agency or Board when said appearance is mandated due to the EMPLOYEE'S position as police officer.
6. **DEPARTMENT** – shall mean the Rotterdam Police Department.

7. **DEPUTY CHIEF** – shall mean a police officer who holds the rank of Deputy Chief as defined by New York State Civil Service Law.
8. **ELIGIBLE EMPLOYEE** – shall mean all EMPLOYEES. However, EMPLOYEES of the rank of Lieutenant and above are eligible only for operational field work performed. Operational field work is any work which is performed outside their normal scheduled tour of duty which is not their normal administrative function or as approved by the Chief of Police.
9. **EMPLOYEE or MEMBER** – shall mean a person employed by the DEPARTMENT as a Police Officer exclusive of the ranks of CHIEF and DEPUTY CHIEF.
10. **EMPLOYER** – shall mean the Town of Rotterdam.
11. **GRIEVANCE** - shall mean any claimed violation, misinterpretation or inequitable application of a specific term of this Agreement or of departmental rules, procedures, regulations, or administrative orders.
12. **INVESTIGATOR** – shall mean any EMPLOYEE assigned to the Detective Division or Community Service Unit.
13. **JURY DUTY** – shall mean any time an EMPLOYEE is called to report for Jury Duty. An EMPLOYEE reporting for Jury Duty, shall do so in lieu of their scheduled daily duty assignment. Compensation shall be as if the EMPLOYEE reported for their normal tour of duty for that day.
14. **LIEUTENANT** – shall mean a police officer who holds the rank of Police Lieutenant as defined by New York State Civil Service Law.
15. **OFFICER IN CHARGE** – shall mean a police officer in the 1st level supervisory position. An OFFICER IN CHARGE shall be designated based on seniority. An OFFICER IN CHARGE shall not be below the rank of PATROLMAN 1st. Compensation for OFFICER IN CHARGE shall be covered under ARTICLE XVI of the Agreement.
16. **OVERTIME** – shall mean any time worked in excess of a scheduled eight (8) hour tour of duty.
17. **PATROLMAN** – shall mean Civil Service Position appointed as a Police Officer/Patrolman as defined by New York State Civil Service Law.
18. **PATROLMAN INVESTIGATOR** – shall mean any EMPLOYEE assigned to the Detective Division or Community Service Unit who has and holds the permanent rank of Police Officer/Patrolman as defined by the New York State Civil Service Law.
19. **PATROLMAN/K9** – shall mean any EMPLOYEE assigned to the K9 division who has and holds the permanent rank of Police Officer/Patrolman as defined by the New York State Civil Service Law.
20. **PATROLMAN/TRAFFIC** – shall mean an EMPLOYEE assigned to the Traffic Division who has and holds the permanent rank of Police Officer/Patrolman as defined by the New York State Civil Service Law.
21. **RECALL** – shall mean any time an EMPLOYEE is called to work at a time other than his regularly scheduled tour of duty. RECALL shall not apply to INVESTIGATORS when in “on call” status but shall apply to all other RECALL circumstances.
22. **RETIREE** – shall mean any person previously employed by the Rotterdam Police Department as a Police Officer and who has either retired under a normal or any disability retirement under the New York State Retirement System as a MEMBER of the ASSOCIATION in good standing.
23. **SCHEDULED TOUR OF DUTY** – shall mean an Employee’s work schedule as posted by the DEPARTMENT at least thirty (30) days prior to its effective date.
24. **SENIORITY** See Article XXI
25. **SERGEANT** – shall mean a police officer who holds the rank of Police SERGEANT as defined by New York State Civil Service Law.

26. **TOWN** – shall mean the Town of Rotterdam

ARTICLE V

DUES, PAYROLL ASSESSMENTS AND DEDUCTIONS

Section 1: The EMPLOYER agrees to deduct from the wages of each EMPLOYEE of the Rotterdam Police Department who is a member of the ASSOCIATION and who has signed an authorized payroll deduction form, any and all dues and/or assessments levied and certified by the ASSOCIATION. Said deductions, dues and/or assessments shall be remitted to the Treasurer of the ASSOCIATION by the TOWN no later than the next pay period.

Effective January 1, 1991, the TOWN shall deduct from the wages of those MEMBERS of the DEPARTMENT, a service fee (agency shop fee) equivalent to the total annual per capita dues paid by the MEMBERS of the ASSOCIATION, such service fee shall be deducted in the same manner as payroll deductions of dues and transmitted to the treasurer of the ASSOCIATION by the TOWN no later than the next pay period.

Section 2: The TOWN agrees to deduct from the wages of each MEMBER of the ASSOCIATION, who desires and has signed an authorized payroll deduction form for participation in the Sunmark Credit Union program. Said deduction shall be remitted to the Sunmark Credit Union by the TOWN as stipulated and in accordance with the procedure of the program.

Section 3: The TOWN agrees to deduct from the wages of each MEMBER of the ASSOCIATION, who desires and has signed an authorized payroll deduction form for participation in an I.R.A. (individual retirement account) program. The TOWN and the ASSOCIATION agree that the choice of that bank or facility shall be the ASSOCIATION'S. The TOWN agrees to remit said amount so deducted on a monthly basis to said bank or facility, the TOWN shall have no further responsibility concerning this I.R.A. section.

Section 4: The TOWN agrees to deduct from the wages of each MEMBER of the ASSOCIATION, who desires and has signed an authorized payroll deduction form for participation in a Deferred Compensation Program.

Section 5: The TOWN agrees that any and all dues, assessments and/or payroll deductions authorized by an EMPLOYEE shall be so indicated on the EMPLOYEE'S paycheck deduction form.

ARTICLE VI

BASIC WORK WEEK, TOUR OF DUTY AND EXTRA DUTY TIME

Section 1: The basic work week shall be forty (40) hours for all EMPLOYEES.

Section 2: It is acknowledged that the schedules and tours of duty for all EMPLOYEES may be altered in the event of any strikes, riots or "EMERGENCIES":

- A. "EMERGENCIES" shall be defined as unforeseen circumstances or unforeseen events that call for prompt and immediate action on the part of the Police Department of the TOWN of Rotterdam.
- B. In the circumstances of preplanned events such as parades, large gatherings, public displays or other mass gatherings, dependant upon the impact upon public safety and an evaluation of the circumstances surrounding the event when a need for additional officers is required, the following shall apply:
 - 1. If the EMPLOYER is notified of the event in excess of seven (7) days, an overtime list will be posted in close proximity to uniform officers work schedule and a notice will be read at muster. The notice will remain posted for five (5) days. MEMBERS who are available to work and desire the OVERTIME shall sign. If there is a conflict regarding number of officers needed vs. number of officers signed, the preference in assignment will go to those officers with the least amount of OVERTIME worked ... by seniority.
 - 2. If notified of the event with less than seven (7) days notice, officers shall be polled utilizing the overtime list.
 - 3. In the event that sufficient officers cannot be scheduled by following procedures 1 and 2 above, the event shall be deemed an emergency. In this case the schedule of required officers shall be filled by mandatory scheduling of officers with the least seniority, however, once so mandated, the officer is protected from further such mandate until the full roster of rank has been likewise mandated or the event requires full call out. MEMBERS who are on approved leave status are exempt from mandatory call back.
- C. In the event of a strike, riot or emergency, the guidelines as stipulated in ARTICLE VIII of this AGREEMENT regarding OVERTIME and RECALL shall apply.
- D. In the event of an illness, emergency, leave, training, or other circumstances whereby an EMPLOYEE'S scheduled tour of duty must be altered by the DEPARTMENT, all EMPLOYEES affected by such alteration must be given a minimum of forty-eight (48) hours advance notice of such alteration.

After said forty-eight (48) hours advance notice is given, the OVERTIME and RECALL provisions of this Agreement shall not apply except as provided in ARTICLE XXI, SECTION 3.

Section 3. Except as provided in Section 2 an EMPLOYEE'S scheduled days off and/or scheduled tour of duty shall not be altered for the purpose of avoiding OVERTIME, to maintain established minimum manpower standards of the DEPARTMENT, or to allow leave requests of an EMPLOYEE.

Section 4: The Chief of Police or his designee shall prepare and post the DEPARTMENT work schedule. The DEPARTMENT work schedule shall be posted at least thirty (30) days in advance and shall become effective on the first (1st) Monday of each month and shall remain in effect until the following month subject to unforeseeable emergencies. The work schedule as

posted shall become each EMPLOYEE'S "scheduled tour of duty" as related to this AGREEMENT.

Section 5: The Chief of Police or his designee shall prepare and post the Departmental Shift Schedule. The Departmental Shift Schedule shall be posted no later than September 15th of the preceding year and shall become effective on the 1st Monday of the following year, subject to unforeseeable emergencies. A separate list shall be posted alongside the Shift Schedule listing each MEMBER by seniority and specify a corresponding twenty four (24) hour sign up period for each MEMBER. An example of said list is as follows:

<u>Name</u>	<u>Sign-Up Period</u>
1. John Smith	October 1
2. Jane Doe	October 2

- A. Commencing on October 1, each EMPLOYEE shall examine said schedule and sign their names, within rank and by order of seniority, to the shift position of their choice. An EMPLOYEE may sign his/her name at any time during his/her designated "Sign-Up Period". An EMPLOYEE who does not sign during his/her designated "Sign-Up Period" may do so any time thereafter but may only sign to then available shifts.
- B. In cases of "swing shifts", the prescribed manner of movement shall be clearly outlined for the review of the officers before signing.

Section 6: The EMPLOYER agrees that the privilege of exchanging shifts between officers as referred to in the Departmental Rules and Regulations shall continue as in the past and as administered by the DEPARTMENT.

Section 7: All uniformed officers agree to report for duty fifteen (15) minutes prior to their scheduled tours of duty for the purpose of patrol muster. This extra duty time shall not be computed in the basic work week, but said extra duty shall be compensated to each uniformed officer at the rate of five (5) days off with pay per year. This is an established muster rate of pay which is not the regular duty rate of pay. This time shall be taken in a block of five (5) days to be scheduled by seniority following signups for vacation and holiday periods.

Section 8: It is hereby acknowledged that SECTION 1 of this ARTICLE may be waived upon mutual agreement of the EMPLOYER and any individual unit or division within the DEPARTMENT as long as such unit or division agreement does not adversely affect or impact upon any other unit or division.

ARTICLE VII

UNIFORM DIVISION – MINIMUM MANPOWER STANDARDS AND GUIDELINES FOR GRANTING LEAVE REQUESTS AND REPLACEMENTS

Section 1: The minimum manpower standards for the Uniform Division shall be as follows:

FIRST SHIFT:		7:00 a.m. – 3:00 p.m.
<u>October 1 - March 31</u>		<u>April 1 - September 30</u>
ONE (1) Sergeant		ONE (1) Sergeant
TWO (2) Patrolmen		THREE (3) Patrolmen
ONE (1) Civilian Dispatcher		ONE (1) Civilian Dispatcher
SECOND SHIFT		3:00 p.m. – 11:00 p.m.
<u>October 1 - March 31</u>		<u>April 1 - September 30</u>
ONE (1) Sergeant		ONE (1) Sergeant
THREE (3) Patrolmen		FOUR (4) Patrolmen
ONE (1) Civilian Dispatcher		ONE (1) Civilian Dispatcher
THIRD SHIFT		11:00 p.m. – 7:00 a.m.
<u>October 1 - March 31</u>		<u>April 1 - September 30</u>
ONE (1) Sergeant		ONE (1) Sergeant
TWO (2) Patrolmen		THREE (3) Patrolmen
ONE (1) Civilian Dispatcher		ONE (1) Civilian Dispatcher

Section 2: COURT SECURITY

- A. The Town Court will be staffed with a minimum of two (2) EMPLOYEES. In the event that the Court docket/business of the Court allows, the Town shall have the discretion to relieve one of the assigned Court Officers from duty prior to the end of a Court session. This shall not relieve the Town from paying any applicable minimum RECALL compensation.
- B. EMPLOYEES who are assigned to Town Court shall not be counted for purposes of determining whether the shift meets minimum manpower as described in Section 1 above.

Section 3: TERMS RELATING TO THIS ARTICLE

- A. OVERTIME LIST: A roster of "all" personnel grouped by rank and written by order of seniority shall be maintained in close proximity to the "posted work schedule." This list will reflect the number of times each officer has worked, refused and/or been mandated to work "OVERTIME." Selection from this list shall be made by rank with officers with the most seniority and least time worked being offered OVERTIME first. In the case of a "mandate", reverse seniority shall be used.
- B. POSTING: Notice of "OVERTIME" shall be posted for review and selection in close proximity to the "posted work schedule" and shall remain posted for a

period of "no less than twenty-four (24) hours." Notification of selection shall be made to the appropriate officer (s) in writing on a form prescribed by the CHIEF OF POLICE.

- C. MANDATE: An officer working the shift immediately prior to the shift with the vacancy shall be mandated to fill the vacancy. Officers shall be mandated by "reverse" seniority and once mandated shall be exempted from further mandate until all other officers working on the affected shift have been mandated.
- D. OFFICERS OF DIFFERENT RANK:
 - (1) PATROLMAN may work as O.I.C.
 - (2) PATROLMAN-Investigator or INVESTIGATOR may work as PATROLMAN or O.I.C.
 - (3) LIEUTENANTS may work as O.I.C.

Section 4: Whenever a shift falls below minimum manpower as described above or a need arises where additional manpower is needed, the following procedure shall be followed:

- A. When a vacancy has been created causing a shift to fall below minimum manpower or a need arises where additional manpower is needed and the vacancy is created or the manpower is needed seventy-two (72) hours or more before the beginning of that particular shift, the vacancy shall be posted for review and signing of personnel.
 - (1) No officer shall be credited with a "refusal" for not signing the posted OVERTIME schedule.
- B. When a vacancy has been created causing a shift to fall below minimum manpower or a need arises where additional manpower is needed and the vacancy created or manpower is needed less than seventy-two (72) hours before the beginning of the particular shift, no posting is necessary and the "overtime list" shall be used.
 - (1) If an officer is called from the "overtime list" and is unavailable or refuses the OVERTIME, he/she will be credited with a "refusal". (A refusal shall be considered as a day worked.)
 - (2) No officer shall be credited with a "refusal" if he/she is already assigned to work or on any approved leave.

Section 5: GUIDELINES FOR GRANTING LEAVE REQUESTS AND REPLACEMENT PROCEDURE - PATROLMEN (EXCLUSIVE OF REQUESTS FOR COMPENSATORY LEAVE)

- A. SUBMITTING REQUESTS FOR LEAVE: All requests for leave shall be submitted on a form prescribed by the DEPARTMENT. Requests for leave shall not be submitted more than thirty (30) days in advance.
- B. REQUESTS FOR LEAVE: LESS THAN 4 HOURS BEFORE DUTY
 - (1) Any request made for leave less than 4 hours before the time of leave that does not affect minimum manpower shall be granted.
 - (2) Any request made for leave less than 4 hours before the time of leave that would reduce manpower below minimum shall be subject to the following:

All Personnel of similar rank that are on duty at the time of the request shall be polled. If there are no officers willing to work on an "OVERTIME" basis to fill the vacancy, the request shall be denied.

C. REQUESTS FOR LEAVE: MORE THAN 4 HOURS BUT LESS THAN 8 HOURS BEFORE DUTY

- (1) Any request made for leave less than eight (8) hours before the time of leave that does not affect minimum manpower shall be granted.
- (2) Any request made for leave less than eight (8) hours before duty but more than four (4) hours that would reduce manpower below minimum manpower shall be subject to the following:
 - (a) All personnel of similar rank that are on duty at the time of the request shall be polled. If there are no officers willing to work on an "OVERTIME" basis to fill the vacancy, the "overtime list" shall be used.
 - (b) If the vacancy cannot be filled in accordance with Sub.2(a) above, an officer shall be mandated. At no time will more than one (1) officer be mandate to work per shift. Officer shall not be mandated on the following days: July 4th, December 24th from 3:00 p.m. to December 26th – 7:00 a.m., December 31st from 3:00 p.m. to January 1st – 3:00 p.m., and Thanksgiving

D. REQUEST FOR LEAVE: MORE THAN EIGHT (8) HOURS BUT LESS THAN SEVENTY-TWO (72) HOURS BEFORE DUTY.

- (1) Any request made for leave less than seventy-two (72) hours before the time of leave that does not affect minimum manpower shall be granted.
- (2) Any request made for leave less than seventy-two (72) hours before duty but more than eight (8) hours that would reduce manpower below minimum shall be subject to the following:
 - (a) The "overtime list" shall be used.
 - (b) If the vacancy cannot be filled in accordance with Sub. 2a above, an officer shall be mandated with as much notice as possible. At not time will more than one (1) officer be mandated to work per shift. Officer shall not be mandated on the following days: July 4th, December 24th from 3:00 p.m. to December 26th – 7:00 a.m., December 31st from 3:00 p.m. to January 1st – 3:00 p.m. and Thanksgiving.

E. REQUEST FOR LEAVE: MORE THAN 72 HOURS BEFORE DUTY

- (1) Any request made for leave more than 72 hours before the time of leave that does not affect minimum manpower shall be granted.

- (2) Any request made for leave more than 72 hours before the time of leave that would reduce manpower below minimum shall be subject to the following:
 - (a) The vacancy shall be posted for review and signing.
 - (b) If the vacancy cannot be filled in accordance with Sub. 2a above, an officer shall be mandated with as much notice as possible. At no time will more than one (1) officer be mandated to work per shift. Officer shall not be mandated on the following days: July 4th, December 24th from 3:00 p.m. to December 26th 7:00 a.m., December 31st from 3:00 p.m. to January 1st – 3:00 p.m. and Thanksgiving.

Section 6: SERGEANT STAFFING

- A. Requests for leave for SERGEANTS shall follow the same procedure as that of PATROLMEN except for the following provisions:
 - (1) The MANDATE portions of the procedure.
 - (2) Whenever a vacancy is created by a regularly scheduled SERGEANT and manpower level of PATROLMEN on that particular shift are at minimum level, SERGEANTS shall be polled for OVERTIME. If the vacancy cannot be filled with a SERGEANT, the LIEUTENANTS shall be polled. If the vacancy cannot be filled with a LIEUTENANT, the O.I.C. shall be appointed and polling shall take place to replace the vacancy. If the replacement officer has seniority, the replacement officer shall become the O.I.C.
 - (3) Whenever a vacancy is created by a regularly scheduled SERGEANT between Friday, 7:00 a.m. and Monday, 7:00 a.m., SERGEANTS shall be polled for OVERTIME regardless of manpower levels. If the vacancy cannot be filled with a SERGEANT, the LIEUTENANTS shall be polled. If the vacancy cannot be filled with a LIEUTENANT, an O.I.C. shall be appointed from the scheduled PATROLMEN if manpower is adequate.

Section 7: GUIDELINES FOR GRANTING COMPENSATORY LEAVE REQUESTS AND REPLACEMENT PROCEDURE

- A. **SUBMITTING REQUESTS FOR LEAVE:** All requests for compensatory leave shall be submitted on a form prescribed by the DEPARTMENT. Requests for compensatory leave shall not be submitted more than thirty (30) days in advance.
- B. **REQUESTS FOR COMPENSATORY LEAVE:**
 - (1) Any request for compensatory leave made less than twenty four (24) hours before the time of leave that, at the time of the request, will cause the shift to fall below minimum manpower, shall be denied. Any requests for

compensatory leave made less than twenty four (24) hours before the time of leave that, at the time of the request, will not cause the shift to fall below minimum manpower, shall be granted.

- (2) Subject to said twenty four (24) hour notice provision, each Member shall be allowed to take up to and including one hundred fifty two (152) hours of compensatory leave per calendar year regardless of whether the leave causes the shift to fall below minimum manpower.
- (3) Any request by a Member for compensatory leave in excess of one hundred fifty two (152) hours per calendar year shall also be granted subject to the twenty four (24) hour notice provision and provided that, at the time of the request, granting the compensatory leave will not cause the shift to fall below minimum manpower.
- (4) In the event of extraordinary circumstances, the Chief or his/her designee may waive the twenty four (24) hour notice requirement and/or the one hundred and fifty two (152) hour limitation.
- (5) Any request for compensatory leave made twenty four (24) hours or more before the time of leave and within the one hundred fifty two (152) hour limitation that would reduce manpower below minimum for PATROLMEN shall be subject to the following:

- (a) The "overtime" list shall be used.
- (b) If the vacancy cannot be filled in accordance with sub. 5(a) above, an officer shall be mandated with as much notice as possible. At no time will more than one (1) officer be mandated to work per shift. Officers shall not be mandated on the following days: July 4, December 24 from 3:00 p.m. to December 26 - 7:00 a.m., December 31 from 3:00 p.m. to January 1 - 3:00 p.m. and Thanksgiving.

- (6) Any request for compensatory leave made by a **SERGEANT** twenty four (24) hours or more before the time of leave and within the one hundred fifty two (152) hour limitation that would reduce manpower below minimum for **SERGEANTS** shall be subject to the following:

- (a) Whenever a vacancy is created by a regularly scheduled **SERGEANT** and manpower level of **PATROLMAN** on that particular shift is at minimum level, **SERGEANTS** shall be polled for **OVERTIME**. If the vacancy cannot be filled with a **SERGEANT**, the **LIEUTENANTS** shall be polled. If the vacancy cannot be filled with a **LIEUTENANT**, the **O.I.C.** shall be appointed and polling shall take place to replace the vacancy. If the replacement officer has seniority, the replacement officer shall become the **O.I.C.**
- (b) Whenever a vacancy is created by a regularly scheduled **SERGEANT** between Friday, 7:00 a.m. and Monday, 7:00 a.m., **SERGEANTS** shall be polled for **OVERTIME** regardless of manpower levels. If the vacancy cannot be filled with a **SERGEANT**, the **LIEUTENANTS** shall be polled. If the vacancy cannot be a **LIEUTENANT**, an **O.I.C.**

shall be appointed from the scheduled **PATROLMAN** if manpower is adequate.

Section 8: POLLING OFFICERS OF SIMILAR RANK

- (1) Officers of a similar rank shall be polled first.
- (2) If a vacancy affecting minimum manpower cannot be filled by polling of a similar rank, the following procedure shall be used:

PTL Vacancy

PTL

INV.

SGT Vacancy

LT.

O.I.C.

Section 9: In the event that the above procedure regarding this ARTICLE shall prove to be mutually unsatisfactory to the DEPARTMENT and the ASSOCIATION, a new agreement may be worked out between the DEPARTMENT and the ASSOCIATION without affecting the other provisions or ARTICLES of this contract.

ARTICLE VIII

OVERTIME – RECALL

Section 1: The EMPLOYER agrees to pay all EMPLOYEES OVERTIME and RECALL compensation at a rate of one and one half (1 ½) hours for each hour worked as OVERTIME.

Section 2: Further, the EMPLOYER agrees that RECALL and COURT HEARING TIME shall be subject to a minimum compensation of three (3) hours, computed at a rate of one and one half (1 ½) hours for each hour, based upon the ELIGIBLE EMPLOYEE'S hourly rate of pay.

Minimum compensation shall apply to any RECALL duty or court/hearing time of three (3) hours or less. Any time worked in excess of three (3) hours shall be compensated and computed at a rate of one and one half (1 ½) hours for each hour worked based upon the ELIGIBLE EMPLOYEE'S hourly rate of pay.

Section 3: The EMPLOYER agrees that any EMPLOYEE who attends an AUTHORIZED POLICE SCHOOL will be compensated at the rate of one and one-half (1 ½) hours for each hour of OVERTIME worked based upon the ELIGIBLE EMPLOYEE'S hourly rate of pay, if such attendance requires the EMPLOYEE to work beyond an eight (8) hour tour of duty or beyond a forty (40) hour duty week except as provided in ARTICLE XXI SECTION 3.

Section 4: The EMPLOYER agrees that any compensation due as outlined in this ARTICLE shall be paid in money to the EMPLOYEE, provided however that the EMPLOYEE may, at his discretion, elect to be compensated for such time worked in the form of Compensatory Leave Credits which shall be computed in hours at the same rate as monetary compensation. However, compensation due for OVERTIME or RECALL because of replacement of personnel on leave is subject to the following limitation:

The EMPLOYEE may elect to take up to a maximum of 2/3 of the OVERTIME earned in compensatory time. Example: work eight (8) hours, earn twelve (12) hours – may take eight (8) hours or less in compensatory time and the remainder in pay, or all in pay.

ARTICLE IX

SICK LEAVE

Section 1: EMPLOYEES shall be allowed sick leave as follows:

- A. The minimum charge for sick leave shall be one (1) hour and multiples thereof.
- B. A doctor's certificate of "fit for duty" must be furnished by a MEMBER returning to duty from sick leave in excess of seven (7) working days.
- C. Sick leave with pay is earned at the rate of fourteen (14) working days each calendar year and may be accumulated.
- D. EMPLOYER may request a MEMBER to provide a note from a health care provider if the MEMBER is absent for four (4) consecutive working days.
- E. The CHIEF may grant sick leave for sickness or disability of a MEMBER or to a MEMBER who has been isolated or quarantined because of exposure to a communicable disease.
- F. For leave purposes, pregnancy shall be construed to be an injury/illness/disability and leave related thereto shall be construed in accordance with this Article. Commencement and duration of the leave will be determined by physician advisories and if the EMPLOYER deems it necessary, verified by the EMPLOYER'S physician.
- G. The Chief of Police may assign a MEMBER to any light duty status within the DEPARTMENT in lieu of full time sick leave status as best suits the needs of the DEPARTMENT.

Section 2: The EMPLOYER agrees that, in the event an EMPLOYEE notifies the EMPLOYER of his intention to retire in writing at least twelve (12) months prior thereto, such EMPLOYEE will be paid at his regular rate of pay for any sick leave accumulated and unused up to a maximum of one hundred fifteen (115) days.

- A. The EMPLOYER agrees that any sickness or injury which is shown to be service connected shall not be charged against an EMPLOYEE'S accumulated sick leave credits.
- B. The EMPLOYER agrees that in the event of unforeseen circumstances, hardship or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 3: The CHIEF may grant sick leave to a MEMBER who by virtue of extreme hardship or extenuating circumstances due to illness of the MEMBER'S spouse or minor children under his custody and care, must provide immediate and personal care to them. Under such

circumstances, the MEMBER shall so advise the CHIEF of the circumstances and the CHIEF or his designate shall bear the sole approval and continuation of such leave status.

Section 4: The EMPLOYER agrees that in the event of the death of an active MEMBER, the MEMBER'S accumulated and unused sick leave, as stipulated in SECTION 2 of this Article, shall be paid in lump sum cash payment to the MEMBER'S spouse or designated beneficiary or estate in that order as is current and effective.

Section 5: EMPLOYEE ASSISTANCE PROGRAM:

- A. The EMPLOYER agrees that any mental, physical or emotional problem shown to be caused by stress related to the performance of a MEMBER'S duties shall be covered by sick leave.
- B. The EMPLOYER will assist any EMPLOYEE with treatment relative to any symptomatic problem associated with job related stress as described in Section 5A. Any treatment program necessitated by the MEMBER'S condition which is approved by the Town Health Officer or a physician or specialist appointed by the EMPLOYER after all other funding sources, exclusive of the MEMBER'S funding, have been exhausted, shall be provided by the EMPLOYER. Such programs can include drug/alcohol rehabilitation, psychologist or psychiatric treatment and/or group therapy among any other as applicable.
- C. The ASSOCIATION agrees that the EMPLOYER shall not be bound by Sections 5A & 5B if the EMPLOYEE involved is guilty of the commission of a crime other than a traffic offense exclusive of felony level traffic offenses.
- D. The EMPLOYER agrees that any MEMBER who is the victim of a long term serious illness or injury, as verified by the Town Health Officer or designated physician, will be carried on extended sick leave for a period not to exceed one (1) calendar year beyond date of expiration of earned sick leave credits. Following the expiration of this grace period, the EMPLOYER will seek to invoke appropriate disability alternatives under applicable laws.

ARTICLE X

VACATION LEAVE

Section 1: All EMPLOYEES shall be entitled to the following paid vacations:

- A. Upon completion of one (1) year of service, ten (10) working days.
- B. Upon the completion of five (5) years of service, fifteen (15) working days.
- C. Upon the completion of ten (10) years of service, twenty (20) working days.
- D. Upon the completion of fifteen (15) years of service, twenty five (25) working days.
- E. Upon the completion of twenty (20) years of service, thirty (30) working days.

Section 2: Vacation leave shall be scheduled within each and every respective division and unit (ex. Uniform Division Patrolmen and SERGEANTS, Detective Divisions, Community Services Unit, etc.)

With respect to the Uniform Division, vacation leave scheduling shall be divided into separate schedules for PATROLMEN, SERGEANTS and LIEUTENANTS.

Section 3: Any vacation leave not used in a calendar year due solely to a declared emergency as defined in this AGREEMENT shall be monetarily compensated for in full based on straight time pay of the EMPLOYEE.

Section 4: Any EMPLOYEE entitled to vacation leave who shall resign or have his employment terminated with or without cause shall not forfeit his right to such vacation leave and shall be paid the equivalent of that number of days based upon his straight time pay.

Section 5: Any EMPLOYEE entitled to vacation leave who may die prior to his receipt of said leave for any year shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary or estate.

Section 6: Any EMPLOYEE entitled to vacation leave who becomes ill, injured or incapacitated, whether job related or not, prior to the taking of such leave and is unable to return to work to claim or use such vacation leave credits during that calendar year, shall be compensated based on the EMPLOYEE'S straight time pay.

Section 7: Vacation leave shall be scheduled on the basis of seniority in rank and as stipulated in SECTION 2 of this ARTICLE.

Section 8: Commencing on October 15, each EMPLOYEE shall examine said vacation schedule and sign for their respective vacations, within rank and by order of seniority. An EMPLOYEE may sign his/her name at any time during his/her designated "sign up" period (one (1) calendar day). EMPLOYEE'S designated "sign up" period shall coincide with their "sign up" period as described in Article VI, Section 5 of this Agreement. An EMPLOYEE who fails to sign for their vacation during their "sign up" period. (one (1) calendar day) may do so at any time thereafter, but will only be able to sign for the then available vacation weeks. All vacation requests and approvals under this Section will be completed by January 1 of the year the vacation leave will be taken.

Section 9: Accumulated Vacation

- A. An EMPLOYEE may transfer up to and including a maximum of thirty (30) vacation days from year to year. For purposes of this Agreement, any such transferred vacation leave shall be referred to as "Accumulated Vacation".
- B. Upon retirement, death or separation from service of the EMPLOYEE, the EMPLOYEE and/or his/her beneficiary of his/her estate shall be compensated in cash for any unused vacation and Accumulated Vacation.

C. The use of Accumulated Vacation is subject to the approval of the Chief of Police or his/her designee and is not governed by the guidelines established or in effect for the approval of other leaves.

ARTICLE XI

HOLIDAY LEAVE

Section 1: All EMPLOYEES shall be entitled to the following paid holidays or days celebrated as such:

New Year's Holiday (December 31, 3 p.m. - January 1, 3 p.m.)	
Lincoln's Birthday	Martin Luther King Day
Memorial Day	Washington's Birthday
Labor Day	Independence Day
Veteran's Day	Columbus Day
Thanksgiving Day	Election Day
Day after Thanksgiving	
Christmas Holiday (December 24, 3 p.m. - December 25, 3 p.m.)	

In addition to the above, one half day before Christmas Holiday and one half day before New Year's Holiday to be credited at four (4) hours each to employee's compensatory time.

Ten holidays referred to above shall be considered to be scheduled holidays and taken as prescribed in Section 3. Any additional holidays over and above ten (10) days shall be considered to be compensatory time and shall be taken in accordance with compensatory time guidelines.

Section 2: In addition to the above, all EMPLOYEE'S shall be entitled to any and all other days that may be granted by the TOWN as a holiday for TOWN EMPLOYEES.

Section 3: All EMPLOYEE'S shall be entitled to compensatory time off for the foregoing holidays provided, however, that the scheduling of such compensatory time off shall be determined on the basis of seniority in rank and provided further that no more than five (5) consecutive days shall be scheduled for each EMPLOYEE from January through June and ~~from~~ July through December. Sign ups for holidays shall be made only after all EMPLOYEES have signed by seniority for vacations.

Section 4: After every EMPLOYEE has signed for their vacation weeks within their respective division and unit, there will be a twenty four (24) hour "no bid period". During this time, the Chief of Police or his/her designee shall inform every EMPLOYEE (through the Sergeants) that commencing on a date determined by him, EMPLOYEES shall begin to sign up for their respective Holiday weeks. The sign up process for these weeks will be the same as it is for vacation weeks as described in Article X, Section 8 of this Agreement. All holiday leave requests and approvals under this provision will be completed by January 1 of the year the holiday leave will be taken.

Section 5: Any holiday leave not used in a calendar year due to solely to a declared emergency as defined in this AGREEMENT shall be monetarily compensated for in full based on the EMPLOYEE'S straight time pay.

Section 6: Any EMPLOYEE entitled to holiday leave who may become ill, injured, or disable, whether job related or not, prior to the taking of such leave credits during that calendar year shall be monetarily compensated based on the EMPLOYEE'S straight time pay.

Section 7: Any EMPLOYEE entitled to holiday leave who may die prior to his receipt of said leave shall have a amount equivalent to his pay for those days paid to his next of kin or estate.

Section 8: In the event that an EMPLOYEE notifies the EMPLOYER of his intention to retire from the service, in writing, at least twelve (12) months prior thereto, said EMPLOYEE may, in lieu of holiday leave, elect to be monetarily compensated for all the entitled holidays as outlined in SECTION 1 above.

The EMPLOYER agrees that in the event of unforeseen circumstances, hardships, or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 9: Any EMPLOYEE entitled to holiday leave who shall resign or have his employment terminated with or without cause shall not forfeit his right to such holiday leave days worked and shall be paid the equivalent of that number of days worked based upon his straight pay.

Section 10: The EMPLOYER agrees to compensate a regularly scheduled EMPLOYEE or a replacement, needed to meet the minimum manpower requirements, who works on any of the following holidays at a rate of two (2) hours for each hour worked based upon that EMPLOYEE'S rate of pay. This compensation will be paid to all EMPLOYEES who work on the actual calendar holiday and not the Town of Rotterdam celebrated holiday unless the Town of Rotterdam celebrated holiday is the same as the calendar holiday.

New Year's Holiday, Memorial Day, Independence Day, Labor Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Holiday and Martin Luther King Day.

ARTICLE XII

COMPENSATORY LEAVE

Section 1: Compensatory leave credits shall be earned at the rate of one and one half (1½) hours per hour worked and shall be credited to an ELIGIBLE EMPLOYEE in lieu of monetary compensation for time worked. The choice of monetary or compensatory leave is subject to ARTICLE VIII SECTION 4 with the exception of non-replacement OVERTIME which is fully at the EMPLOYEE'S choice.

Section 2: All EMPLOYEES may accumulate compensatory time to a total of 480 hours. Compensatory time may be accumulated beyond the work period and carried over from year to year. All compensatory time over 480 hours must be paid in cash at the current rate of pay.

All compensatory leave credits earned by an EMPLOYEE shall be recorded in a manner and form outlined by the DEPARTMENT. Earned leave credits are those which have been approved by the Chief of Police or his designate.

Section 3: In the event of the death of an EMPLOYEE who has unused and accumulated compensatory leave credits, an amount equal to the total amount of leave credits shall be paid to the EMPLOYEE'S spouse, beneficiary or estate based upon the EMPLOYEE'S regular rate of pay.

Section 4: Any EMPLOYEE entitled to compensatory leave who shall resign or have his employment terminated with or without cause shall not forfeit his right to such compensatory leave and shall be paid the equivalent of that number of days or hours based upon his regular rate of pay.

Section 5: Any EMPLOYEE who has unused and accumulated compensatory leave credits at the time of his retirement shall be paid based upon the EMPLOYEE'S regular rate of pay to a maximum of 480 hours.

Section 6: An EMPLOYEE may cash in accumulated compensatory leave credits at a maximum rate of eight (8) hours per pay period.

ARTICLE XIII

PERSONAL LEAVE

Section 1: Personal leave days shall be credited to all EMPLOYEES in hours at the rate of five (5) days per year, for the entire term of the contract.

- A. An EMPLOYEE may accumulate unused personal leave credits to a maximum of ten (10) days. These accumulated credits are exempt from the guidelines for approval of leave and are subject to the approval of the Chief of Police. Unless minimum manpower standards exist they shall be approved when requested.
- B. Personal leave credits which are not utilized by MEMBERS during the calendar year and exceed the maximum of ten (10) days, may be applied to an EMPLOYEE'S sick leave credits at the beginning of the next calendar year.
- C. Any EMPLOYEE who is entitled to accumulated personal leave credits who shall resign, retire or have his/her employment terminated for any reason shall be entitled to receive a lump sum payment for all personal accumulated hours due. These payments shall be made concurrent with final salary payments. In the event of the death of the EMPLOYEE such lump sum payments shall be made to the EMPLOYEE'S spouse, designated beneficiary or estate as most currently specified.

Current personal leave is that which is credited in a calendar year. Current leave may be used at the EMPLOYEE'S discretion within the guidelines established in SECTION 1 of this ARTICLE.

ARTICLE XIV
FAMILY DEATH LEAVE

Section 1: A full time EMPLOYEE shall be entitled, by reason of death of any MEMBER of the "immediate family" to five (5) consecutive working days leave with pay. One of these consecutive days must be the day of the funeral.

Immediate family, as referred to in this Article shall mean spouse, parent, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, brother, sister or child of the EMPLOYEE.

Section 2: A full time EMPLOYEE shall be entitled, by reason of death of a member who is not a member of the immediate family defined above, to two (2) consecutive working days leave with pay, provided that such EMPLOYEE uses on (1) of such days to actually attend the funeral of such deceased relative.

A family member who is not a member of the immediate family as referred to in SECTION 2 above shall mean grandparents of the spouse, aunts, uncles, nieces, nephews, brother-in-law, sisters-in-law or either spouse.

Section 3: The foregoing provisions of this Article shall not apply when an EMPLOYEE is off the payroll, such as, but not limited to, layoff or suspensions. Family death leave is not cumulative.

If an EMPLOYEE is on an approved paid leave such as, but not limited to, vacation or holidays and a death of a family MEMBER should occur, the EMPLOYEE may notify the Chief of Police or his/her designee and request to be put on Death Leave. The EMPLOYEE must then reschedule the remainder of his/her scheduled leave in accordance with posted schedules and regulations.

Section 4: Use of Family Death Leave is subject to verification by the Chief or his/her designee.

ARTICLE XV
SALARY SCHEDULE, LONGEVITY PAY AND DIFFERENTIAL

Section 1: Salaries are based on the following percentage raises; 2004 - 3%, January 1, 2005 - 2%, July 1, 2005 - 2%, 2006 - 3%, 2007 - 3%.

Effective Date	1/1/04	1/1/05	7/1/05	1/1/06	1/1/07
Position					
Lieutenant 1 st	\$71,898.08	\$73,336.04	\$74,802.76	\$77,046.84	\$79,358.25
Lieutenant 2 nd	\$69,150.45	\$70,533.46	\$71,944.13	\$74,102.45	\$76,325.53
Sergeant 1 st	\$66,402.82	\$67,730.88	\$69,085.50	\$71,158.07	\$73,292.81
Sergeant 2 nd	\$61,707.30	\$62,941.45	\$64,200.28	\$66,126.28	\$68,110.07
Ptl/Investigator 1 st	\$61,853.14	\$63,090.20	\$64,352.00	\$66,282.57	\$68,271.04
Ptl/Investigator 2 nd	\$59,432.44	\$60,621.09	\$61,833.51	\$63,688.52	\$65,599.17

Patrolman 1 st	\$57,011.76	\$58,151.99	\$59,315.03	\$61,094.48	\$62,927.32
Patrolman 2 nd	\$52,802.58	\$53,858.63	\$54,935.80	\$56,583.88	\$58,281.39
Patrolman 3 rd	\$48,593.39	\$49,565.26	\$50,556.57	\$52,073.26	\$53,635.46
Patrolman 4 th	\$44,828.79	\$45,725.37	\$46,639.88	\$48,039.07	\$49,480.25
Patrolman 5 th	\$40,798.77	\$41,614.75	\$42,447.04	\$43,720.46	\$45,032.07
Patrolman 6 th	\$35,020.00	\$35,720.40	\$36,434.81	\$37,527.85	\$38,653.69
Paramedic Supervisor	\$61,707.30	\$62,941.45	\$64,200.28	\$66,126.28	\$68,110.07

For the purposes of this article, the positions of Lieutenant 2nd, Sergeant 2nd and Ptl/Investigator 2nd, described pay grades only, each lasting 1 year from the date of promotion.

Patrolman 6th pay shall be in effect until the 1 year anniversary of the date of the EMPLOYEE'S appointment.

Section 2: LONGEVITY PAY

- A. The EMPLOYER agrees that all EMPLOYEES hired prior to January 1, 2004 shall receive additional compensation based upon length of service as follows. (for each year of the contract)

At least four (4) years but less than eight (8) years	\$700.00
At least eight (8) years but less than twelve (12) years	\$1,300.00
At least twelve (12) years but less than sixteen (16) years	\$2,300.00
At least sixteen (16) years but less than twenty (20) years	\$2,850.00
At least twenty (20) years but less than twenty four (24) years	\$3,400.00
At least twenty four (24) years but less than twenty eight (28) years	\$3,950.00
More than twenty eight (28) years	\$4,200.00

The EMPLOYER agrees that all EMPLOYEES hired on or after January 1, 2004 shall receive additional compensation based upon length of service as follows (for each year of the contract)

At least eight (8) years but less than twelve (12) years	\$1,300.00
At least twelve (12) years but less than sixteen (16) years	\$2,300.00
At least sixteen (16) years but less than twenty (20) years	\$2,850.00
At least twenty (20) years but less than twenty four (24) years	\$3,400.00
At least twenty four (24) but less than twenty eight (28) years	\$3,950.00
More than twenty eight (28) years	\$4,200.00

- B. The additional compensation as provided for in this Article shall commence upon the completion of the year of service during which the EMPLOYEE is eligible.

- C. The EMPLOYEE shall have the following options of payment of his/her longevity:

OPTION 1: to receive his entire longevity pay divided equally into twenty six (26) pay periods.

OPTION 2: to receive his longevity pay in two (2) equally divided checks, one to be paid in the scheduled payroll on or immediately subsequent to June 1st and the second to be paid in the scheduled payroll on or immediately subsequent to December 1st.

Section 3: SHIFT DIFFERENTIAL

- A. It is agreed that EMPLOYEES regularly scheduled for 2nd shift (3:00 p.m. – 11:00 p.m.) will be compensated in accordance with Section F.
- B. It is agreed that EMPLOYEES regularly scheduled for 3rd shift (11:00 p.m. – 7:00 a.m.) will be compensated in accordance with Section F.
- C. It is agreed that EMPLOYEES assigned to swing shifts will be compensated in accordance with section F.
- D. EMPLOYEES covered in Sub. A, B, & C of this Section who work OVERTIME shall receive the shift differential of their assigned shift regardless of the shift they are working said OVERTIME.
- E. Officers not covered under Subdivisions A, B or C of this Section working OVERTIME on these shifts shall not receive shift differential.
- F. All ELIGIBLE EMPLOYEES shall receive shift differential as follows: 2004 - 3.5%, 2005 - 3.5%, 2006 - 3.5%, 2007 - 3.5%

Section 4: Members assigned by the shift supervisor and who performing the duties of a Field Training Officer shall receive a Twenty-Five Dollar (\$25.00) per day stipend above and beyond other compensation for each day, or portion thereof, on which the Member is assigned by the shift supervisor and performs the duty of a Field Training Officer.

Section 5: EMPLOYEES working as Division Commanders who are required to be “on call” throughout the full calendar year shall receive a Five Hundred Dollar (\$500.00) per year stipend. EMPLOYEES working as Division Commanders who are required to be “on call” for only a portion of the calendar year shall receive a portion of the stipend to be prorated on a daily basis. This stipend shall be included in the Division Commander’s base salary for all purposes, including but not limited to calculating his/her hourly rate of pay, except the stipend shall not be included when calculating the Division Commander’s annual salary for the subsequent year.

Section 6: An EMPLOYEES “hourly rate of pay” shall be determined by the EMPLOYEE’S annual salary divided by two thousand eighty (2080) and “per diem rate of pay” shall be determined by multiplying the hourly rate of pay by eight (8).

ARTICLE XVI

OUT OF GRADE COMPENSATION

Section 1: The EMPLOYER agrees that any EMPLOYEE who shall be temporarily assigned by the CHIEF of Police or his designate to perform the duties of a higher position, grade

or rank, shall be compensated at the same rate of pay of the higher position, grade or rank, for all time so assigned. When an EMPLOYEE is assigned to a duty of a lesser position, grade or rank, the EMPLOYEE shall be compensated at his/her regular rate of pay.

Section 2: In the event an EMPLOYEE is temporarily assigned to perform the duties of another position as referred to in SECTION 1 of this ARTICLE, such EMPLOYEE shall receive such benefits of ARTICLE VIII as they may apply.

ARTICLE XVII

UNIFORM, EQUIPMENT, CLOTHING

Section 1: (A) The EMPLOYER will maintain a clothing/equipment allowance system. Each EMPLOYEE will be allowed to order clothing/equipment each calendar year up to a maximum amount of:

2004 - \$900 2005 - \$900 2006 - \$900 2007 - \$900

(B) CLOTHING ALLOWANCE

The EMPLOYER will supply each EMPLOYEE with the following new clothing/equipment upon being hired:

1. 3 pairs of recruit pants
2. 3 long sleeve and 3 short sleeve recruit shirts
3. 1 Academy baseball hat
4. 1 pair of lightweight shoes
5. 2 pair shorts for "PT"
6. 2 T-Shirts for "PT"
7. 1 pair sneakers for "PT" following academy guidelines
8. 1 sweat shirt for "PT"
9. 1 pair of sweat pants for "PT"
10. 1 garrison belt
11. 1 Penal/CPL book
12. 1 VTL book
13. 1 Sam Brown belt
14. 1 holster
15. 1 handcuff case
16. 1 pair handcuffs
17. 1 mag holder
18. 1 nightstick ring
19. 1 disposable glove carrier
20. 1 pepper spray case
21. 1 can of pepper spray
22. 1 nightstick
23. 1 duty weapon
24. 1 Tie
25. 1 Tie clip
26. 1 expandable baton

27. 1 expandable baton holder
28. 1 expandable grip adaptor
29. Any other clothing/equipment/books deemed necessary by the Academy staff

The EMPLOYER will also supply the following new clothing/equipment to each EMPLOYEE upon being notified by the Academy staff of the anticipated successful completion of the EMPLOYEE from the Academy:

1. 3 pair of pants (Blauer)
2. 1 pair of pants (United)
3. 3 long sleeve shirts (Blauer)
4. 3 short sleeve shirts (Blauer)
5. 1 long sleeve shirt (United)
6. 1 short sleeve shirt (United)
7. 1 Dress Blouse (United)
8. 1 Gore Tex winter coat
9. 1 Gore Tex rain coat
10. 1 lightweight bomber
11. 1 pair boots
12. 1 body armor (capable of stopping the DEPARTMENT issued weapon)
13. 1 8pt hat
14. 2 badges
15. 1 name plate
16. 1 "serving since" plate
17. 5 pair socks
18. 1 tactical gear bag
19. 1 deluxe utt holder w/ lic holder
20. 1 form holder w/ clip top
21. 1 pair neoprene leather gloves
22. 2 collar insignia
23. 1 pair of black sneakers
24. 1 pair of handcuffs
25. 1 handcuff case
26. 1 portable radio holder

The above items will be in lieu of that EMPLOYEE'S clothing allowance for that calendar year and the EMPLOYEE will only receive ½ of their clothing allowance for the next two (2) years thereafter.

Section 2: The EMPLOYER shall provide each EMPLOYEE with cleaning and repair of issued clothing/equipment as needed.

Section 3: The Chief of Police shall set methods and procedures by which the clothing allowance and cleaning will be administered.

Section 4: The TOWN agrees to make a good faith effort to apply for and obtain any and all grants/reimbursements for body armor purchased by EMPLOYEES. In the event the TOWN is reimbursed any money for body armor purchased by EMPLOYEES, the EMPLOYEE'S clothing/equipment allowance will be credited in an amount equal to the reimbursement to the

TOWN. Any such credit will apply in the year the TOWN receives the reimbursement and can be carried over by the EMPLOYEE into the next calendar year.

Section 5: Necessary personal equipment used by MEMBERS of the Rotterdam Police Department while on duty, to include wrist watches, prescription lenses, etc., shall be replaced and/or repaired at the expense of the EMPLOYER (full replacement for repair of prescription lenses up to a maximum of \$250 and up to a maximum of \$125 for wrist watches, etc.) when and if such items are damaged or destroyed in the line of duty and rendered unserviceable provided, however, that the EMPLOYEE suffering such loss must exhaust all possible means of reimbursement from other sources such as restitution, insurance, etc., before submitting a claim to the TOWN. The EMPLOYEE must file timely, proper reports to the Chief of Police, verified by the shift supervisor concerning such loss.

ARTICLE XVIII

MEDICAL – DENTAL

Section 1: The EMPLOYER shall provide each RETIREE, his/her spouse and his/her dependents with medical (including a prescription drug plan) and dental insurance coverage which is equal to or exceeds the medical and dental insurance coverage in effect at the time of his/her retirement. This coverage and insurance shall be provided to all RETIREES, their spouses and their dependents, at no cost or expense to said RETIREES.

Section 2: The EMPLOYER shall provide all EMPLOYEES, their spouses and their dependents with medical (including a prescription drug plan) and dental insurance coverage which is equal to or exceeds the medical and dental insurance coverage which existed on December 31, 2000, with the following modifications:

- A. The EMPLOYER shall offer at least two (2) HMO plan options which include prescription drug coverage with the following plan provisions:

Basic or Physician Co-pay of \$15; and
Prescription Co-pay of \$5 generic / \$20 brand

The EMPLOYER shall also offer an indemnity type plan, currently the New York State Empire Plan, with Core plus both enhancements.

- B. Each EMPLOYEE hired on or before January 31, 2004 shall contribute 5% of his/her annual medical and dental insurance premium costs until retirement. Upon retirement, the total cost of his/her medical and dental insurance premiums shall be paid by the EMPLOYER.
- C. Each EMPLOYEE hired after January 31, 2004 shall contribute a portion of the cost of his/her annual medical and dental insurance premium until retirement as follows:

First Year of Employment:	30%
Second Year of Employment:	25%
Third Year of Employment:	20%
Fourth Year of Employment:	15%

Upon retirement, the total cost of his/her medical and dental insurance premiums shall be paid by the EMPLOYER.

- D. The EMPLOYER shall provide dental benefits through a plan of insurance or self-insurance at the EMPLOYER'S discretion. The EMPLOYER may change dental insurance plans subject to this Article and provided that the list of providers for dental services in the proposed plan shall contain at least 80% of the dental service providers then providing services under the dental plan in effect on December 31, 2000. If the EMPLOYER wishes to change the existing dental insurance plan, the EMPLOYER shall, at least forty-five (45) days prior to the effective date of any proposed change: (1) notify the PBA of the proposed change; (2) provide the PBA with documentation regarding the proposed coverage; and (3) provide the PBA with a provider list of the proposed plan.

Section 3: Medical and dental insurance coverage shall remain the same in regard to the type of coverage available and co-payments required for the entire term of this agreement.

Section 4: In the event of the death of any EMPLOYEE or RETIREE, such coverage and insurance shall continue for his or her eligible dependants so long as they qualify and for his or her surviving spouse until the death or remarriage of the surviving spouse. The cost and expense of such coverage and insurance shall be borne totally by the EMPLOYER.

Section 5: The EMPLOYER agrees that any EMPLOYEE may, during enrollment periods, and upon giving one (1) month notice to the Comptroller of the TOWN, enroll in one of the HMOs as an option to the hospitalization plan offered and referred to in SECTION 2 of this ARTICLE.

Section 6: EMPLOYEES may refuse medical insurance coverage and receive compensation in the amount of One Thousand Four Hundred (\$1,400.00) Dollars annually, in lieu of insurance coverage. The EMPLOYEE shall provide proof of other coverage. EMPLOYEES who lose their other coverage may re-enroll in one of the TOWN'S plans in accordance with the applicable provision of the plan. The \$1,400.00 shall be paid to the EMPLOYEE each year in December. The amount of reimbursement will be pro-rated based upon an EMPLOYEE'S length of service during the applicable year and will be pro-rated for any period during which the EMPLOYEE re-enrolled in one of the TOWN'S health plans.

ARTICLE XIX

DISABILITY INSURANCE AND DEATH BENEFITS

Section 1: DEATH BENEFITS

- A. The EMPLOYER shall, pursuant to General Municipal Law §208-b entitled "Death benefits for beneficiaries of certain policemen and firemen", pay all the benefits provided for therein to deceased policemen's beneficiaries for death resulting to any regular MEMBER of the DEPARTMENT incurred in the performance of duty as a MEMBER of the DEPARTMENT upon filing by the

proper person of an application therefore within the time specified for such benefits.

- B. The EMPLOYER shall continue to provide each EMPLOYEE who retired from the Police Department of the TOWN of Rotterdam prior to January 1, 1983, with a life insurance policy in the principle sum of Two Thousand Five Hundred dollars (\$2,500.00). The total cost of said policy shall be paid by the EMPLOYER and the ASSOCIATION agrees that the EMPLOYER shall underwrite or self-insure as the EMPLOYER shall choose.

Section 2: DISABILITY INSURANCE

- A. Effective January 1, 1988 the EMPLOYER agree to provide Disability Insurance to all MEMBERS in accordance with applicable Disability Insurance Laws.
- B. The MEMBERS agree to pay, through automatic payroll deduction, the MEMBER'S share of such insurance as stipulated by law...if a co-payment is not required, the EMPLOYER agrees to assume full cost
- C. If Disability Insurance is claimed to offset a covered illness or injury, the EMPLOYER shall credit the affected MEMBER with sick leave credits used to equal the payment received by the EMPLOYER. The credit shall be computed at the rate of pay current during the disability period.
- D. An EMPLOYEE who claims Disability Insurance for a covered illness or injury may, at his or her option, present the check to the EMPLOYER to buy back the used sick leave during the disability period. The EMPLOYER will credit the EMPLOYEE with sick leave credits equal to the payment presented. Such credits shall be computed at the rate of pay current during the disability period.

ARTICLE XX

PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

The ASSOCIATION and the EMPLOYER are in agreement that it is in the best interest of the DEPARTMENT and the Community that as many EMPLOYEES as possible participate in professional training and education coursed whenever such courses are available. In order to facilitate the availability of such courses to the MEMBERS of the DEPARTMENT, the following guidelines are hereby adopted:

Section 1: The Chief of Police or his designate shall post on designated bulletin board located at the DEPARTMENT, announcements of professional training courses, educational courses, option improvement courses or any course or seminar that would afford an EMPLOYEE an opportunity to improve the DEPARTMENT or the EMPLOYEE'S professional standing or knowledge.

Section 2: All EMPLOYEES shall have an opportunity to express their desire to participate in such courses and may do so by signing for the position or course.

The ASSOCIATION agrees and realizes that the assigning of MEMBERS to attend such courses or training and selection of those MEMBERS shall be at the sole discretion of the Chief of Police.

Section 3: Compulsory or mandatory courses or training shall be arranged in such a manner so that any and all MEMBERS required to attend such courses or participate in such training programs shall be able to do so during his/her regularly scheduled tour of duty. In the event that such courses are not available during the EMPLOYEE'S regularly scheduled tour of duty, the Chief of Police or his designate may alter that EMPLOYEE'S work schedule and/or tour of duty to accommodate such training. Such alterations shall be made prior to the effective date of the posted schedule when possible.

ARTICLE XXI

SENIORITY AND PROMOTIONS

Section 1: Seniority Within Patrol Division

A. PATROLMAN

1. Seniority for a PATROLMAN shall be determined by the date of the EMPLOYEE'S appointment to the position of PATROLMAN within the DEPARTMENT.
2. If two (2) or more EMPLOYEES are appointed on the same date, the person standing highest on the Civil Service eligibility list shall be considered the senior EMPLOYEE. If two (2) or more EMPLOYEES appointed on the same date have identical Civil Service eligibility rankings, the EMPLOYEE with the highest class rank upon the completion of basic police school shall be considered the senior EMPLOYEE. In the event that the foregoing does not establish the EMPLOYEE who shall be considered senior, seniority shall be determined by a lottery drawing from names placed in a container and drawn out one at a time with seniority being determined by sequence drawn first to last - first drawn most senior, then on down. The President of the PBA or his/her designee shall be present for said lottery drawing.

B. Rank Other Than PATROLMAN

1. Seniority for EMPLOYEES holding a rank other than PATROLMAN shall be determined by the date of appointment to said rank within the DEPARTMENT.
2. If two (2) or more EMPLOYEES are appointed to said rank on the same date, the person standing highest on the Civil Service eligibility list shall be considered the senior EMPLOYEE. If two (2) or more EMPLOYEES appointed to said rank on the same date have identical Civil Service eligibility rankings, the EMPLOYEE with the longer length of service as a Police Officer within the Department shall be considered the senior EMPLOYEE. If two (2) or more EMPLOYEES appointed to said rank on the same date have identical Civil Service eligibility rankings and the same length of service as a Police Officer within the DEPARTMENT, the

EMPLOYEE who was considered the senior EMPLOYEE prior to being appointed to said rank shall continue to be considered the Senior EMPLOYEE. In the event that the foregoing does not establish the EMPLOYEE who shall be considered senior, seniority shall be determined by a lottery drawing from names placed in a container and drawn out one at a time with seniority being determined by sequence drawn first to last - first drawn most senior then on down. The President of the PBA or his/her designee shall be present for said lottery drawing.

Section 2: Seniority Within Detective Division and Community Service Unit.

- A. In determining the order of seniority of EMPLOYEES appointed to the Detective Division or Community Services Unit by the Chief of Police, seniority shall be determined by the date of such appointment.
- B. In the event two (2) or more EMPLOYEES are appointed on the same date, seniority shall be determined by the EMPLOYEE'S length of service as a Police Officer within the DEPARTMENT. In the event that EMPLOYEES are appointed on the same date and have equal lengths of service as Police Officers within the DEPARTMENT, the EMPLOYEE who was considered the senior EMPLOYEE prior to said appointment shall continue to be considered the senior EMPLOYEE. In the event that the foregoing does not establish who shall be considered senior, seniority shall be determined by a lottery drawing from names placed in a container and drawn out one at a time with seniority being determined by sequence drawn first to last - first drawn most senior then on down. The President of the PBA or his/her designee shall be present for said lottery drawing.

Section 3: In determining the length of service as a Police Officer in the DEPARTMENT, the following shall be included:

- A. Time spent in the armed forces on military leave while an EMPLOYEE.
- B. Time spent on duty-connected disability.
- C. Sick leave or authorized leave of absence except that a leave of absence to engage in other employment or field of endeavor shall not be included.

Section 4: An EMPLOYEE shall forfeit his seniority rights only for the following reasons:

- 1. Resignation
- 2. Dismissal without reinstatement
- 3. Retirement

Section 5: In the event that the TOWN Board reduces manpower of the Police Department, seniority by date of initial appointment shall govern layoffs and RECALLS. The EMPLOYEE lowest on the seniority list shall be the first laid off and the last to be recalled.

Section 6: The provisions of this section on seniority are subject to any applicable laws which may affect EMPLOYEE rights and status as a protected class.

Section 7: PROMOTIONS – the EMPLOYER agrees that promotions to positions of staff and command levels shall be determined and regulated by the Civil Service Law and rules calling for the selection of one of the top three (3) candidates, determined by competitive examinations and certified by the Civil Service Commission.

Section 8: CIVIL SERVICE EXAMINATIONS – EMPLOYEES taking departmental Civil Service promotional examinations shall receive the following consideration or compensation in conjunction with the examination date. An on duty EMPLOYEE shall be allowed time off with pay to complete a departmental Civil Service promotional examination that occurs during the EMPLOYEE'S tour of duty. An EMPLOYEE scheduled to take the examination and scheduled to work the shift immediately prior to the examination, shall be granted a minimum of eight hours off duty with pay for the shift immediately prior to said examination.

ARTICLE XXII

RETIREMENT AND RELATED BENEFITS

Section 1: The EMPLOYER shall provide all EMPLOYEES of the DEPARTMENT, who duly elect, either a twenty (20) year non-contributory special retirement plan section 384-d of the NYSP&F Retirement System or a twenty-five (25) year non-contributory retirement as set forth under the provisions of section 384 of the Retirement and Social Security Laws of the State of New York which shall be noted as the Special 25 year plan which provides an EMPLOYEE with a retirement benefit of one half (1/2) of his final average salary upon completion of twenty five (25) or more years of credited service, and the cost thereof shall be borne totally by the EMPLOYER.

Section 2: The EMPLOYER further agrees to provide all EMPLOYEES of the DEPARTMENT, who duly elect, the provisions of section 375-i and 375-g of the Retirement and Social Security Law (non contributory twenty (20) year career and new career plan) and the cost thereof shall be borne totally by the EMPLOYER.

Section 3: The EMPLOYER agrees to provide the benefits of section 384-e, 1/60th of the NYSP&F Retirement Plan to all ELIGIBLE EMPLOYEES at no cost to the EMPLOYEE effective January 1, 1993.

Section 4: The EMPLOYER further agrees to provide each EMPLOYEE of ~~the~~ DEPARTMENT with the provisions of subdivision 9 of section 302 of the Retirement and Social Security Laws of New York State which shall allow an EMPLOYEE to have his pension computed on the basis of his last twelve (12) months salary in accordance with the aforementioned sections of law (FAS)

Section 5: The TOWN agrees that on or before March 31, 2001, it shall take all steps necessary to provide all EMPLOYEES with the additional pension benefits of Sections 443(f) and 302(9)(d) of the Retirement and Social Security Law as presently or hereafter amended (one year final average salary for Tier 2 police officers).

Section 6: Notwithstanding any other provisions of this AGREEMENT, the EMPLOYER agrees that in the event that an EMPLOYEE notifies the TOWN of his intention to retire, in writing, at least twelve (12) months prior thereto, such EMPLOYEE may, in lieu of holiday

leave, elect to be monetarily compensated for his entitled holiday leave as indicated in ARTICLE XII of this AGREEMENT, at a rate equal to his straight time rate of pay.

The EMPLOYER agrees that in the event of unforeseen circumstances, hardship or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 7: The EMPLOYER agrees that in the event an EMPLOYEE notifies the TOWN of his/her intention to retire, in writing, at least twelve (12) months prior thereto, such EMPLOYEE will be paid at his regular rate of pay for any unused and accumulated sick leave credits up to a maximum of one hundred fifteen (115) days.

The EMPLOYER agrees that in the event of unforeseen circumstances, hardship or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 8 : The EMPLOYER agrees that in the event an EMPLOYEE notifies the TOWN of his/her intention to retire, in writing, at least twelve (12) months prior thereto, such EMPLOYEE will be paid at his/her regular rate of pay for:

- A. Any Accumulated Vacation up to a maximum of thirty (30) days; and in addition
- B. Any unused vacation credited to the EMPLOYEE in the calendar year of the effective date of his/her retirement up to a maximum of thirty (30) days.

The EMPLOYER agrees that in the event of unforeseen circumstances, hardship or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 9: The EMPLOYER agrees that in the event an EMPLOYEE notifies the TOWN of his intention to retire, in writing, at least twelve (12) months prior thereto, such EMPLOYEE will be paid at his regular rate of pay for any unused and accumulated personal time up to a maximum of ten (10) days.

The EMPLOYER agrees that in the event of unforeseen circumstances, hardship or extraordinary events, the twelve (12) month notification clause shall be waived.

Section 10: The EMPLOYER agrees that disputes regarding eligibility for disability retirement shall be decided by an arbitrator in accordance with THE PUBLIC EMPLOYMENT RELATIONS BOARD (P.E.R.B.)

ARTICLE XXIII

RIGHTS OF EMPLOYEES

Section 1: MEMBERS of the Rotterdam Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

Section 2: The wide-ranging powers and duties given to the Police Department and its MEMBERS involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of MEMBERS of the DEPARTMENT. These questions or actions often require immediate investigation by superior officers designated by the Chief of Police or the TOWN Board.

Section 3: In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules and procedures are hereby adopted:

- A. Unless the exigencies of the investigation dictate otherwise, the interrogation of an EMPLOYEE of the DEPARTMENT shall be at a reasonable hour and if and when possible, during the EMPLOYEE'S duty hours.
- B. The interrogation of an EMPLOYEE shall take place at a location designated by the investigating officer.
- C. The EMPLOYEE being interrogated or investigated shall be informed of the nature of the investigation or interrogation before the interrogation commences. If it is known that the EMPLOYEE is a witness only, he shall be so informed at the initial contact. The address of the complainant and/or witness need not be disclosed, however, sufficient information to reasonably apprise the EMPLOYEE of the allegations shall be provided.
- D. Any questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- E. The EMPLOYEE shall not be subjected to any offensive language nor subjected to any threats whatsoever.
- F. If an EMPLOYEE is under arrest or if he is a suspect or the target of a criminal investigation, he shall be so advised and given his rights pursuant to law.
- G. Nothing herein contained shall be deemed to limit the rights of the EMPLOYER provided for in ARTICLE V of the New York State Civil Service Law and elsewhere.
- H. At the EMPLOYEE'S request, no interrogation shall take place without a representative of the ASSOCIATION and/or an attorney for the ASSOCIATION present.

Section 4: Each EMPLOYEE shall have the right to examine and obtain a copy of his/her personnel file in its entirety upon giving the Chief of Police forty-eight (48) hours notice of his/her desire to do so. If it is the opinion of the EMPLOYEE that material has been improperly placed therein or which is of an unjustified derogatory nature, he/she may file a GRIEVANCE in accordance with ARTICLE XXIV of this AGREEMENT.

Section 5: All EMPLOYEES shall be given a written copy of ANY material which is to become a part of his/her (201) personnel file.

ARTICLE XXIV

GRIEVANCE PROCEDURE

Section 1: Nothing contained herein shall be construed to restrict informal resolution of any GRIEVANCE. No informal resolution to which the ASSOCIATION is not a party to shall constitute a precedent for either party.

Section 2: The parties agree to provide each other with available information necessary to the processing of any GRIEVANCE.

Section 3: Any MEMBER bringing a GRIEVANCE may be represented by the ASSOCIATION at any or all steps in the GRIEVANCE procedure.

Section 4: Any GRIEVANCE not filed or appealed from one step to the next within contractual time limits shall be deemed to have lapsed and shall not proceed further. Failure of the EMPLOYER to answer at any step shall allow the ASSOCIATION to proceed to the next step at the expiration of five (5) working days after the appropriate contractual time limit has lapsed.

Section 5: Time requirements at any step may be waived by mutual agreement between the EMPLOYER and the MEMBER.

Section 6: The ASSOCIATION REPRESENTATIVE and the GRIEVANT shall be entitled to attend all steps of this procedure. The ASSOCIATION REPRESENTATIVE shall be released from regular duties without loss of pay for the time to attend all steps of this procedure.

Section 7: STEPS OF GRIEVANCE PROCEDURE

STEP ONE

- A. GRIEVANCES shall be discussed informally with the MEMBER'S DIVISION COMMANDER within fifteen (15) working days after the GRIEVANCE occurs or becomes known to the MEMBER, with the intent of resolving the matter informally.
- B. The DIVISION COMMANDER shall discuss the GRIEVANCE with the EMPLOYEE and shall make such investigation as necessary.
- C. Within five (5) working days after the presentation of the GRIEVANCE, the DIVISION COMMANDER shall make their decision and convey the decision to the MEMBER initiating the GRIEVANCE or the MEMBER' ASSOCIATION.

STEP TWO

- A. If a MEMBER presenting a GRIEVANCE is not satisfied with the decision made by their DIVISION COMMANDER, they may, within ten (10) working days thereafter, submit the GRIEVANCE for review and determination to the CHIEF OF POLICE.

- B. GRIEVANCES submitted to the CHIEF OF POLICE shall be submitted on the appropriate ROTTERDAM POLICE BENEVOLENT ASSOCIATION GRIEVANCE FORM with a copy of same being served upon the DIVISION COMMANDER to whom the GRIEVANCE was originally presented.
- C. Within two (2) working days from being served a copy of the appropriate ROTTERDAM POLICE BENEVOLENT ASSOCIATION GRIEVANCE FORM the DIVISION COMMANDER shall submit to the CHIEF OF POLICE, a written statement of their information concerning the nature of the GRIEVANCE and facts relating to it.
- D. The CHIEF OF POLICE shall respond in writing of his/her decision within seven (7) working days thereafter.

STEP THREE

- A. If the CHIEF OF POLICE'S response is not satisfactory, the grievant shall have five (5) working days to submit the matter to the TOWN Supervisor.
- B. The TOWN Supervisor shall schedule a TOWN Board hearing to review the GRIEVANCE within five (5) working days of the submission and shall render a written decision within ten (10) working days thereafter. Said hearing shall be conducted in executive session.
- C. New evidence, testimony or arguments, as well as any document, exhibit or other information submitted to the EMPLOYER may be introduced by the MEMBER or the EMPLOYER.
- D. The TOWN Board hearing shall not be bound by formal rules of evidence.

STEP FOUR

- A. If the ASSOCIATION is not satisfied with the TOWN BOARD'S decision, the ASSOCIATION may file a demand for arbitration within ten (10) working days of the TOWN BOARD'S response.
- B. No GRIEVANCE may be submitted to arbitration except by this ASSOCIATION.
- C. Demands for arbitration shall be filed with the PUBLIC EMPLOYMENT RELATIONS BOARD and all arbitration shall be conducted under the VOLUNTARY GRIEVANCE ARBITRATION RULES of PERB.
- D. The ARBITRATOR shall not have the power to alter, amend or change any provision of this Agreement.
- E. The decision of the ARBITRATOR shall be final and binding.
- F. The fees and expenses of the ARBITRATOR shall be equally divided between
- G. The EMPLOYER and this ASSOCIATION.

Section 8: The term "working day" as used in this Article is defined as Monday through Friday, regardless of the actual schedule of the grievant, excluding holidays recognized by the EMPLOYER.

ROTTERDAM POLICE BENEVOLENT ASSOCIATION GRIEVANCE FORM

TO: CHIEF OF POLICE – TOWN OF ROTTERDAM POLICE DEPARTMENT

FROM: _____
(last name) (first name) (middle initial)

SUBMIT THE FOLLOWING GRIEVANCE WHICH OCCURRED ON:

(date)

AGAINST:

AS A VIOLATION OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE ROTTERDAM BENEVOLENT ASSOCIATION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING ARTICLES:

THE FACTS PERTAINING TO SAID GRIEVANCE ARE AS FOLLOWS:

SUGGESTED CORRECTIONS:

(Signature of EMPLOYEE)

(Signature of P.B.A. President

ARTICLE XXV

DISCIPLINARY ACTION

Section 1: Discipline in whatever form shall only be imposed for just cause and shall be so imposed on a fair and equal basis for all EMPLOYEES regardless of rank, grade or seniority.

No MEMBER will be deprived of any right or benefit or in any way disciplined except for just cause and by due process of law.

Section 2: DISCIPLINE PROCEDURE

- A. A MEMBER against whom removal or other disciplinary action is proposed and who has received written notice thereof pursuant to SECTION 75 of the New York State Civil Service Law, shall have the right to elect that the following disciplinary procedure be followed in lieu of the disciplinary procedures set forth under SECTION 75 and 76 of the New York State Civil Service Law.
- B. A MEMBER must serve an Answer to the charges and specify whether he/she elects to follow the contract disciplinary proceeding procedures herein contained within eight (8) days of receipt of the written Statement of Charges. If MEMBER does not serve an Answer or specify whether he/she elects to proceed pursuant to the contract disciplinary proceeding procedure set forth herein within the aforesaid eight (8) day period then the procedures set forth in Section 75 shall be followed.
- C. On service of notice of election to follow the contract disciplinary procedures herein contained, the MEMBER and the ASSOCIATION shall be entitled to meet within one (1) week thereafter with the ROTTERDAM TOWN SUPERVISOR or designee at the third step of the GRIEVANCE PROCEDURE set forth in ARTICLE XXIV. The TOWN Supervisor or designee shall submit their decision in writing to the MEMBER and the ASSOCIATION not later than one (1) week after said meeting.
- D. If a satisfactory settlement has not been reached at the third step, then on demand by both the ASSOCIATION and the MEMBER, arbitration pursuant to ARTICLE XXIV of this AGREEMENT shall be conducted in accordance with the provisions of the aforesaid ARTICLE except as the same may be inconsistent with provisions of this SECTION.
- E. Any MEMBER, against whom charges are preferred, shall be permitted to be represented by counsel and allowed to summon witnesses on their behalf. The burden of proving incompetency or misconduct shall be upon the party alleging the same. The order of procedure shall be as follows: The party alleging incompetency or misconduct shall present their case first, following which the MEMBER charged with incompetency or misconduct shall have the opportunity to present their case, either in person or by counsel or by other representatives at their election. No EMPLOYEE shall be suspended without pay pending determination of charges or penalties.

- F. If such MEMBER is found guilty of charges, the penalties imposed shall not exceed those authorized by SECTION 75(3) of the New York State Civil Service Law. If the MEMBER is exonerated, they shall be restored to their position as required by the arbitration award. If such MEMBER is found to be guilty of all or any part of the charges and in way disciplined, a copy of the charges, the MEMBER'S written answer thereto, a transcript of the hearing and the determination shall be furnished to the MEMBER upon request without charge in the manner provided by SECTION 75 (3) of the New York State Civil Service Law.
- G. Except as hereby modified, the provisions of ARTICLE XXIV shall apply to disciplinary arbitration.

Section 3: RESERVATION OF CIVIL SERVICE RIGHTS

- A. The provisions of this Section shall not be interpreted or applied so as to impair, diminish or surrender any of the rights of the ASSOCIATION or the MEMBER in the bargaining unit under the New York State Civil Service Law or any other applicable provision of law, provided however, that nothing herein contained shall be construed so as to entitle any EMPLOYEE charged under section 75 of the NYS Civil Service Law with more than one hearing.
- B. A MEMBER shall not be disciplined for acts, except those which would constitute a crime which occurred more than nine months prior to the service of the notice of discipline. The MEMBER'S whole record of employment, however, may be considered with respect to the appropriateness of the penalty to imposed, if any.

ARTICLE XXVI

INTERNAL REVENUE CODE SECTION 125 PLAN

The EMPLOYER shall adopt, implement and maintain a plan pursuant to the provisions of Section 125 of the Internal Revenue Code for all MEMBERS with regard to benefits, including but not limited to health and dental insurance contributions, unreimbursed medical and dental expenses, co-payments and the cost of dependent care. Should the statute be amended to modify or delete one or more of the above referenced permissible deductions, the TOWN'S obligation shall be to comply with any such modification or deletion.

ARTICLE XXVII

PUNITIVE DAMAGES

- A. The EMPLOYER agrees that effective January 1, 1987 any MEMBER who is adjudged to be liable for any punitive damage action arising out of an on duty incident which was within the MEMBER'S scope of duty and authority and which was a legal act in violation of no existing laws or statutes shall be fully covered by the EMPLOYER for such punitive damage judgment and associated expenses and costs.

- B. The TOWN shall provide for the PUNITIVE DAMAGE COVERAGE as provided for in this Article, and in accordance with Resolution #94-99 prepared and adopted by the Rotterdam Town Board on March 10, 1999.

ARTICLE XXVIII

GENERAL MUNICIPAL LAW SECTION 207-c

A. Intent.

(1) The purpose of this policy is to insure fairness and due process in the administration of the provisions of Section 207-c of the General Municipal Law ("GML 207-c" or "Section 207-c"). The following procedures shall be utilized to make determinations in regard to benefits and/or light duty assignments under GML 207-c.

(2) These procedures are intended to supplement Section 207-c of the General Municipal Law. These procedures are not intended to increase or reduce the substantive requirements or benefits under Section 207-c or relevant case law, nor to otherwise alter the substantive rights or responsibilities of the TOWN or a MEMBER under that section, or relevant case law.

B. Notice of Injury and Application for Benefits.

(1) Unless a MEMBER is incapacitated, he/she or some other person acting on behalf of such MEMBER shall, within forty-eight (48) hours of the time of the injury or illness, complete a report (electronically or in print) setting forth the time and location of the incident, a general statement of the manner in which the injury occurred and a general statement of the nature of the injury, and submit the same to the Chief or his/her designee. However, if the Chief and/or the Deputy Chief or their designee becomes aware of the injury or illness within forty-eight (48) hours by other means, then the MEMBER'S failure to meet this time limitation shall have no bearing on the determination of the MEMBER'S right to GML 207-c benefits.

(2) Unless a MEMBER is incapacitated, he/she or some other person acting on behalf of such MEMBER shall, within ten (10) days of the date of the injury or illness upon which the application is based file with the Chief of Police or his/her designee an application for GML 207-c benefits on the form set forth in Section I herein. (Said injury or illness shall hereafter be referred to for purposes of this procedure as a "GML 207-c disability").

(3) In the event of a reoccurrence of either an injury or an illness which gives rise to a GML 207-c claim, the MEMBER shall again give notice to the Chief or his/her designee as set forth herein and with the time-frames prescribed herein above.

(4) If a MEMBER is incapacitated, the MEMBER'S obligation to notify the CHIEF or his/her designee pursuant to paragraphs (1), (2) and (3) herein shall be tolled until he/she is no longer incapacitated.

(5) The Chief may, in his/her discretion, excuse the failure to file a report and/or the application as set forth herein upon a showing of good cause.

(6) After the filing of said application, the TOWN shall have the right to obtain any and all medical information and records that are relevant to a determination regarding Section 207-c benefits or light duty assignments. Upon application for benefits and at such future times as may be requested by the TOWN, an injured or sick MEMBER shall sign the authorization form set forth in Section J so that physicians and any other health care providers may release such information and records to the TOWN.

(7) Upon application for benefits and at such future times as it requests, the TOWN may require the MEMBER to submit to one or more medical examinations to determine the nature of the injury and/or existence of a disability or illness and its extent.

C. Status Pending Determination of Eligibility for Benefits.

(1) In the event a MEMBER asserts an inability to perform duties, he or she shall be placed on paid sick leave until such time as it is determined, pursuant to Paragraph D, whether he or she is eligible for the benefits of Section 207-c.

(2) In the event that a MEMBER does not have available sick leave benefits pending a determination, he or she may use any other accrued leave time to maintain pay status.

(3) In the case of a MEMBER who has no accrued leave to his/her credit, the TOWN will advance sick leave for the purposes of this Section C until such time as a determination by the Chief and/or his/her designee is received by the MEMBER and thereafter for twenty (20) working days after the exhaustion of his/her leave accruals in the event that the MEMBER appeals a denial pursuant to Paragraph "G" herein. In the event that the MEMBER is denied eligibility under Section 207-c and the MEMBER does not appeal this denial or the denial of benefits is upheld after an appeal, then the MEMBER shall reimburse the TOWN in time or money for the sick leave time advanced.

(4) In the event a MEMBER is determined to be eligible for 207-c benefits, all sick or other leave benefits that have been used during the time that his/her status was pending regarding a determination of eligibility, shall be restored to said MEMBER. Further, the MEMBER shall not be required to reimburse the TOWN in time or money for any sick leave time advanced.

D. Benefit Determination.

(1) An application for the benefits of Section 207-c of the GML shall be processed in the following manner:

a) The Chief or his/her designee shall review the MEMBER'S application for benefits pursuant to Section 207-c, as well as any other relevant information

available to him/her and shall render a determination within twenty (20) working days of receipt of the application. Should the Chief or his/her designee determine that the MEMBER was injured or was taken sick as a result of the performance of duty within the meaning of Section 207-c, then the MEMBER shall be so categorized and pursuant thereto, any time off taken due to such injury or illness shall be charged to GML 207-c leave. A copy of the decision of the Chief or his/her designee shall be mailed to the MEMBER at the address(es) specified in the application.

b) In the event a MEMBER is adversely affected by a determination, he/she may submit such dispute to arbitration in accordance with Paragraph "G" herein.

c) Upon the request of the MEMBER or his/her representative, a copy of all documents and other evidence obtained and/or used by the Chief or his/her designee in his/her determination regarding initial or continued eligibility for any benefits afforded by section 207-c shall be provided to the MEMBER.

E. Review of Disability.

(1) The Chief or his/her designee may periodically review cases of MEMBERS receiving GML 207-c benefits for the purpose of determining whether the individual continues to be entitled to GML 207-c benefits.

(2) In the event that the Chief or his/her designee determines that a MEMBER has recovered and is physically and/or psychologically able to perform the regular duties of his position, the Chief or his/her designee shall notify the MEMBER in writing of the TOWN'S decision to terminate his/her GML 207-c benefits setting forth the effective date thereof, the factual and/or medical basis for the determination and provide copies of all documents, tapes, and other evidence relied upon in making the determination. Unless the **MEMBER** consents to a shorter time period, the effective date of termination of his/her benefits shall be no earlier than seven (7) days from the date that the MEMBER is notified of the determination in writing as set forth in Section E(2) herein.

(3) In the event that a MEMBER submits any dispute regarding the termination of his/her benefits to arbitration, he/she shall be allowed to use accrued leave from the effective date of the termination until the determination by the arbitrator.

(4) In the case of a MEMBER who has no accrued leave to his/her credit, the TOWN will advance sick leave for a period of twenty (20) working days after the exhaustion of his/her leave accruals, provided the MEMBER appeals the termination pursuant to Paragraph "G" herein. In the event that the arbitrator determines that the MEMBER'S 207-c benefits were properly terminated, then the MEMBER shall reimburse the TOWN in time or money for the sick leave time advanced.

(5) In the event that the arbitrator determines that a MEMBER'S benefits should not have been terminated, all sick or other leave benefits that have been used

during the time that his/her status was pending shall be restored to said MEMBER. Further, the MEMBER shall not be required to reimburse the TOWN in time or money for any sick leave time advanced.

(6) MEMBERS who dispute any aspect of the proposed termination of his/her GML 207-c benefits may submit such dispute to arbitration in accordance with Paragraph "G" herein.

F. Assignment to Light Duty.

(1) The DEPARTMENT, acting through the Chief of Police, or his/her designee, may assign a MEMBER specified light duties provided, however, that such light duty shall be consistent with his/her status as a police officer and shall enable him/her to continue to be entitled to his/her regular salary or wages, including increases thereof and fringe benefits, to which he/she would have been entitled if he/she were able to perform his/her regular duties. The Chief or his/her designee, prior to making a light duty assignment, shall advise the MEMBER receiving benefits under 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a MEMBER may submit to the Chief, or the Chief's designee, for his/her consideration, any document or other evidence in regard to the extent of his/her disability. The Chief, or his/her designee, may, although is not required to, cause a medical examination or examinations of the MEMBER to be made at the expense of the TOWN. The physician and/or health authority selected shall be provided with a written list of the types of duties and activities associated with the proposed light duty assignment and shall prepare a written evaluation as to the specified duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the MEMBER'S ability to perform a proposed light duty assignment, the Chief, or the Chief's designee, may make a light duty assignment which, if such an assignment is made, shall be consistent with said medical opinion. A MEMBER will be assigned by the Chief or his/her designee, to a shift that best suits the needs of the DEPARTMENT as the case may be.

(2) Prior to the effective date of any light duty assignment, the MEMBER shall be provided a copy of the written report of the health authority or physician referred to in paragraph "(1)" herein, a copy of the light duty assignment submitted to the health authority or physician referred to in paragraph "(1)" herein and the written assessment of the health authority or physician referred to in paragraph "(1)" herein.

(3) Nothing contained in this Section F shall require the TOWN to create light duty assignments.

(4) If the MEMBER refuses to perform the designated light duty assignment, his or her benefits pursuant to Section 207-c of the General Municipal Law shall be discontinued.

(5) In the event that the MEMBER submits any dispute regarding the assignment to light duty to arbitration, he/she shall be allowed to use accrued leave from the effective date of the discontinuing of benefits until the determination by the arbitrator.

(6) In the case of a MEMBER who has no accrued leave to his/her credit, the TOWN will advance sick leave for a period of ten (10) working days after the exhaustion of his/her accruals. In the event that the arbitrator determines that the MEMBER'S 207-c benefits were properly terminated, then the MEMBER will reimburse the TOWN in time or money for the sick leave time advanced.

(7) In the event that the arbitrator determines that the MEMBER was unable to perform the light duty assignment, all sick or leave benefits that have been used during the time that his/her status was pending regarding a discontinuance of benefits shall be restored to said MEMBER. Further, the MEMBER shall not be required to reimburse the TOWN in time or money for any sick leave time advanced.

(8) MEMBERS who dispute any aspect of a light duty capability determination made by the Chief or his/her designee may submit such dispute to arbitration in accordance with Paragraph "G" hereof.

G. Appeal of Adverse Determination.

In the event the MEMBER is not satisfied with any decision of the Chief or his/her designee under this PROCEDURE and wishes to appeal the decision, the MEMBER shall file within twenty (20) days of receipt of the Chief or his/her designee's written decision and/or notification a written Demand for Arbitration with the Chief or his/her designee. The TOWN and the MEMBER or their respective representative(s) shall confer within five (5) calendar days to select an arbitrator on a rotating basis from a closed panel consisting of Jeffrey Selchick, Thomas Rinaldo, Thomas Hines and Leonard Kershaw. At the option of either party, an arbitrator shall be passed over for a specific case if he/she cannot hear the case within sixty (60) days of being contacted. An arbitrator not on the closed panel may only be used upon the mutual consent of both parties.

The fees and expenses of the arbitrator shall be equally divided between the TOWN and the MEMBER.

The arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim, including but not limited to assertions regarding the timeliness of the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator shall first decide whether the proceeding presents an issue of a MEMBER'S initial entitlement to GML 207-c benefits or whether the proceeding presents an issue of termination or discontinuance of GML 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the MEMBER. In the event the arbitrator decides that the matter presents an initial GML 207-c claim, the MEMBER shall have the

burden of proof by a preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-c with respect to an injury or illness alleged to have occurred in the performance of his/her duties or to an injury or illness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the arbitrator decides the matter presents a termination or discontinuance of GML 207-c benefits, including but not limited to a discontinuance of benefits pursuant to GML 207-c(3), the TOWN shall have the burden of proof by a preponderance of the evidence that the MEMBER is no longer eligible for GML 207-c benefits.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a MEMBER'S disability may be noticed by, but shall not binding upon the arbitrator.

The decision and award of the arbitrator shall be final and binding on all the parties.

H. Miscellaneous.

(1) In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

(2) An applicant hereunder may have a representative of his choosing at any stage of this procedure.

I. General Municipal Law Section 207-c Application

1. _____
Name of Officer
2. _____
Address
3. _____
Telephone Number
4. _____
Date of Incident

5. _____
Day of the Week
6. Name(s) of Witness(es)
- a. _____
- b. _____
- c. _____
7. Name(s) of Co-Employee(s) at Incident Site
- a. _____
- b. _____
- c. _____
8. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary).
- _____
- _____
- _____
9. Where did the incident occur? (Specify)
- _____
- _____
- _____
10. How was the claimed injury or illness sustained? Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. (Use additional sheets if necessary).
- _____
- _____
- _____
11. When was the incident first reported? _____
(Date/Approximate Time)
- To whom? _____
- Witness (if any) _____
12. Name and Address of Attending Physician _____

13. Name of Hospital _____

14. State nature of injury and part(s) of body affected _____

Date of Report: _____

_____, New York

Signature of Officer

J. Medical Authorization

**AUTHORIZATION FOR USE AND DISCLOSURE
OF HEALTH INFORMATION**

Patient Name: _____

Date of Birth: _____

Previous Name: _____

Social Security No.: _____

By signing this form, I hereby authorize to disclose the health information described below to the Town of Rotterdam, Sunrise Boulevard, Rotterdam, New York, and/or its authorized agent:

(Check all that apply):

- ☐ All health information
☒ Health information relating to the following treatment or condition:
☒ Health information for the date(s):
☐ Other specific description

Reason for this Authorization:

- ☒ At my request
☒ I have commenced a lawsuit/claim that has placed my physical and mental condition at issue
☐ Other (specify): _____

This authorization is limited to the furnishing of records pertaining to the aforesaid injuries.

This authorization is limited to the furnishing of existing records only, and is not to be construed as an authorization permitting you to prepare a written report or to orally discuss any information acquired by you.

This authorization shall remain in full force and effect until it **expires two years** from the date set forth below.

I understand that I have the **right to revoke this authorization** at any time. I understand that if I revoke this authorization I must do so in writing by sending or presenting my written revocation to the Privacy Contact of the health care provider named above. I understand that the revocation of this authorization will not apply to the extent that the health care provider has taken action in reliance thereon; or if the

authorization was obtained as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy or the policy itself.

I understand that authorizing the disclosure of this health care information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand that I may inspect or copy the information to be used or disclosed, as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure of the patient's health information by the recipient, resulting in the health information no longer being protected by federal or state confidentiality rules.

Dated: _____

Name

STATE OF NEW YORK)

) ss.:

COUNTY OF)

On the ____ day of _____ 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his\her capacity, and that by his\her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

Sections 1: Since all Police Officers are presumed to be subject to duty twenty-four (24) hours a day, any action taken by an EMPLOYEE within the State of New York on his time off which would have been appropriate if taken by an officer on active duty, if present and available, shall be considered police action as if he were there on active duty. No compensation shall be paid as OVERTIME or RECALL duty because of this act unless approved by the CHIEF OF POLICE.

Section 2: In the event that an officer is faced with a claim arising out of an incident related to his service with the DEPARTMENT, the EMPLOYER will provide legal counsel for his protection and hold him harmless for any financial loss except judgment resulting from acts of willful misconduct, gross negligence or actions not within the course of scope of employment.

Section 3: The EMPLOYER will provide each EMPLOYEE with a copy of the DEPARTMENT'S Rules and Regulations in its entirety. Provisions of the Rules and Regulations that are inconsistent with this AGREEMENT shall be modified accordingly.

Section 4: EMPLOYEES who are required to use their personally owned automobiles for official purposes shall be compensated by the EMPLOYER at the current official Internal Revenue Service Mileage Reimbursement Rate per mile. Such use of personal vehicles is subject to assignment approval by the CHIEF OF POLICE consistent with Rules and Regulations or Orders as issued. Reporting for assigned duty at any designated TOWN facility with the TOWN OF ROTTERDAM is exempted.

Section 5: Residency.

- A. Except as provided herein, all Members shall be required, in furtherance of a Local Law enacted by the TOWN, to be a resident of the TOWN during their service within the DEPARTMENT. All Members will be required to certify as to whether their primary residence is located within the TOWN. The primary residence shall mean the location where the Member spends more than fifty percent (50%) of off-duty time. More specifically, the primary residence is the location where the Member intends to make his/her permanent home. This certification shall be on a form provided by the TOWN and shall be sworn to before a Notary Public.

Notwithstanding said Local Law, Members may relocate their personal residence to a location within thirty (30) miles of Police Headquarters. In the event that an individual makes his/her primary residence at a location outside of the TOWN, the parties agree that the individual will not be subject to removal from office or disciplinary proceedings for violating the residency requirement. However, that individual will forfeit his/her Holiday Leave provided for in Article XI, Section 1 and 2. If such individual subsequently establishes (or re-establishes) residency in the TOWN, then the Holiday Leave available to them in January shall be prorated so that they are entitled to the ratio of the number of months during the calendar year that they establish residency in the TOWN. To determine the number of months to be used in the formula, a residency which is established in the TOWN on days 1 through 15 of any month shall be deemed to be the first of that month and a residency which is established in the TOWN on the 16th and after shall be deemed to be the first day of the following month.

If the residence requirement applicable to the EMPLOYEES covered by the Town's CSEA collective bargaining agreement are changed, modified or altered, the PBA shall have the option to invoke the same changes, modifications or alterations thereto under this AGREEMENT.

ARTICLE XXX

SEVERABILITY CLAUSE

Section 1: If any ARTICLE, SECTION or CLAUSE of this AGREEMENT shall be adjudged invalid by operation of law or by any Court of competent jurisdiction or if the compliance with and the enforcement of any ARTICLE, SECTION or CLAUSE should be restrained by any Court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby and the parties hereto shall enter into immediate negotiations for the purpose of arriving at a mutually acceptable replacement for such ARTICLE, SECTION or CLAUSE, if legally permissible.

ARTICLE XXXI

ELASTIC CLAUSE, LEGISLATIVE ACTION AND SIGNATURES

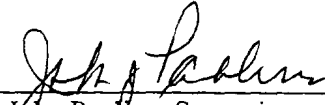
Section 1: ELASTIC CLAUSE – The EMPLOYER agrees that notwithstanding any provisions contained in the AGREEMENT, nothing herein shall be deemed to limit, restrict or remove any benefit, right or other thing which each EMPLOYEE may now have or be entitled or may hereinafter be entitled, pursuant to rules, regulations or other directives heretofore or hereinafter established.

Section 2: LEGISLATIVE ACTION – PURSUANT TO SECTION 204-a OF THE TAYLOR LAW. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3: SALARY SCHEDULE, LONGEVITY PAY, FTO PAY, COMMAND PAY AND DIFFERENTIAL shall be retroactive to January 1, 2004. The remainder of the agreement shall commence on the date of the signatures below and the entire agreement shall continue in full force and effect until December 31, 2007 or until a new agreement is duly executed to replace this agreement whichever is later.

Section 4: SIGNATORY – In witness of accord reached by this agreement, the parties thereto hereby set their hand:

EMPLOYER – TOWN OF ROTTERDAM

BY: 
John Paolino, Supervisor


Date

on behalf of the TOWN BOARD, TOWN OF ROTTERDAM, Authorized by Resolution No. 195.04

4/29/04

ASSOCIATION – ROTTERDAM PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.

BY: Robert J. Denny 4/29/04
Robert J. Denny, P.B.A. President Date

on behalf of the ASSOCIATION: Authorized by majority vote of the ASSOCIATION.

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF ROTTERDAM
AND
ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

This Agreement by and between the Town of Rotterdam ("Town") and the Rotterdam Patrolmen's Benevolent Association, Inc. ("PBA").

WHEREAS, the PBA and the Town are parties to a collective bargaining agreement for the bargaining unit consisting of all Police Officers of the Rotterdam Police Department exclusive of the Chief and Deputy Chief; and

WHEREAS, Article XV, Section 5 of the Collective Bargaining Agreement provides that the members of the bargaining unit working as Division Commanders who are required to be "on call" throughout the full calendar year shall receive a five hundred dollar (\$500) per year stipend; and

WHEREAS, Article XV, Section 5 of the Collective Bargaining Agreement further provides that members of the bargaining unit working as Division Commanders who are required to be "on call" for only a portion of the calendar year shall receive a portion of the stipend to be prorated on a daily basis; and

WHEREAS, there are currently two (2) employees working as Division Commanders within the Rotterdam Police Department who rotate being "on call" on a weekly basis; and

WHEREAS, the PBA and the Town wish to clarify the circumstances under which the "on call" stipend will be prorated and have reached an agreement to do so and further desire to set forth their Agreement in writing;

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, it is hereby agreed as follows:

1. The Town and the PBA acknowledge that at the present time, Division Commanders rotate being "on call" on a weekly basis. As such, at the present time, a Division Commander is "on call" for one full week and then not "on call" for the next week and "on call" the following week, etc.
2. The PBA and the Town agree that under the circumstances set forth herein, the "on call" stipend shall not be prorated and a Division Commander will be entitled to the entire amount of the "on call" stipend set forth in the collective bargaining agreement.
3. The PBA and the Town agree that the "on call" stipend shall not be prorated for any period of time that a member of the bargaining unit working as a Division Commander is not "on call" as a result of the then current policy and/or procedure of distributing "on call" status by and between/among employees of the bargaining unit working as Division Commanders.

Dated: *April 29, 2004*

TOWN OF ROTTERDAM

By: *John Paolino*
JOHN PAOLINO, SUPERVISOR

Dated: *4/29/04*

TOWN OF ROTTERDAM
PATROLMEN'S BENEVOLENT
ASSOCIATION

By: *Robert Denny*
ROBERT DENNY, PRESIDENT